

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x

OLIVIA RUX, et al., : Case No. 08 Civ. 6588 (AKH)

Petitioners, :  
-----x

-against- :  
-----x

ABN AMRO BANK, N.V., et al., :  
-----x

Respondents. :  
-----x

JPMORGAN CHASE BANK, N.A., :  
-----x

Third-Party Petitioner, :  
-----x

-against- :  
-----x

THE REPUBLIC OF SUDAN, et al., :  
-----x

**CERTIFICATE  
OF SERVICE**

Third-Party Respondents. :  
-----x

MICHAEL J. BAUER hereby certifies under penalty of perjury as follows:

1. I am over eighteen years of age and am not a party to this action. I am a resident of the State of New York.

2. On September 22, 2008, I caused the documents identified as the Served Documents in paragraph 3 below to be served upon the Bank of Sudan at the address set forth at the end of this paragraph by causing the Served Documents to be inserted into a sealed envelope, causing an Express Mail Mailing Label and Customs Declaration of the United State Postal Service (PS Form 2976) to be completed using that address and attached to that envelope (true copies of that Mailing Label and Customs Declaration are attached hereto as Exhibit A) and causing the envelope with the Mailing Label and Customs Declaration attached to be delivered to a post office of the United Postal Service and the postage for delivery thereof to be paid, in accordance with the procedures for service established by this Court's order dated September 9, 2008 and filed on September 10, 2008:

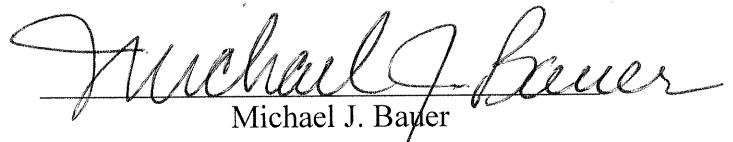
Bank of Sudan  
Dr. Sabir Mohamed Hassan, Governor  
Gamhoria Street - Almogran  
PO Box 313  
Khartoum, Sudan

3. The Served Documents consist of:
  - (a) The Petition to Compel Respondents to Pay Money to Judgment Creditors from Judgment Debtor's Bank Accounts and Assets dated April 21, 2008 (the "Petition"), the accompanying Order to Show Cause dated April 21, 2008 (the "OSC"), the accompanying declaration of Nicole I. Hyland dated April 18, 2008 (the "Hyland Declaration") and Exhibits A through D to the Hyland Declaration, all of which are on file in this action;
  - (b) The Order Regulating Proceedings dated July 29, 2008, the endorsed order of the Court dated August 5, 2008, the Order with Respect to Giving Notice of Turnover Proceeding dated September 9, 2008 and filed on September 10, 2008 and the endorsed order of the Court dated September 11, 2008, all of which are on file in this action (the "Notice Orders");
  - (c) A seven-page document addressed "TO: THOSE PERSONS OR ENTITIES WHICH MAY CLAIM AN INTEREST IN FUNDS BLOCKED BY REGULATIONS AFFECTING THE REPUBLIC OF SUDAN," dated September 22, 2008, which is on file in this action as an attachment to the letter from Howard B. Levi to Hon. Alvin K. Hellerstein dated September 16, 2008, that was so ordered by the Court on September 17, 2008;
  - (d) The Notice of Third-Party Petition and Third-Party Petition of Third-Party Petitioner JPMorgan Chase Bank, N.A. dated September 16, 2008, copies of which are on file with this Court;
  - (e) Translations into Arabic of the Petition, the OSC, the Notice Orders and the documents identified in subdivisions (c) and (d) of this paragraph, copies of which, with affidavits of translation, are on file in this action;
  - (f) A redacted version of Exhibit E-8 to the Hyland Declaration, redacted to reflect only the blocked account(s) in which the party being served may have an interest (an unredacted copy of Exhibit E-8 is on file under seal in this action); and

(g) Copies of other documents identifying the blocked account(s) in which the party being served may have an interest, copies of which are attached as Exhibit 3 to the Supplemental Certificate of Service (JPMCB) filed under seal with this Court.

4. Annexed hereto as Exhibit B is a copy of the delivery confirmation printed from the United States Postal Service website at <http://www.usps.com> confirming the delivery to the Bank of Sudan in Khartoum, Sudan of the Service Documents.

5. Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct. Executed in New York, New York on October 17, 2008.



Michael J. Bayer

**Exhibit A**



**Exhibit B**



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## Track & Confirm

### Search Results

Label/Receipt Number: **EH34 7440 462U S**

Detailed Results:

- Delivered Abroad, September 28, 2008, 11:55 am, SUDAN
- Arrived Abroad, September 27, 2008, 12:51 pm, SUDAN
- International Dispatch, September 22, 2008, 6:19 pm, JAF
- Processed, September 22, 2008, 6:18 pm, NEW YORK, NY 10199
- Acceptance, September 22, 2008, 4:01 pm, NEW YORK, NY 10020

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[\*Return to USPS.com Home >\*](#)

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Enter Label/Receipt Number.

[\*Go >\*](#)

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#### Proof of Delivery

Verify who signed for your item by email, fax, or mail. [\*Go >\*](#)

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**CERTIFICATE  
OF SERVICE**

Third-Party Respondents. : -----x

MICHAEL J. BAUER hereby certifies under penalty of perjury as follows:

1. I am over eighteen years of age and am not a party to this action. I am a resident of the State of New York.

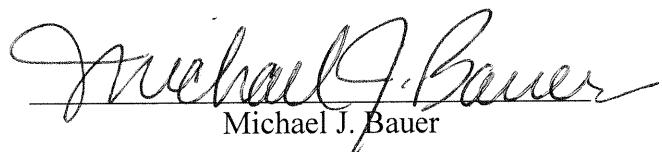
2. On September 22, 2008, I caused the documents identified as the Served Documents in paragraph 3 below to be served upon BNP Paribas Suisse S.A. at the address set forth at the end of this paragraph by causing the Served Documents to be inserted into a sealed Federal Express envelope, causing a Federal Express International air waybill addressed to that address, with appropriate billing information so that the cost of the Federal Express shipment could be billed to the Federal Express account of Levi Lubarsky & Feigenbaum LLP, to be attached to that envelope (a true copy of that air waybill is annexed hereto as Exhibit A) and causing the envelope with the air waybill attached to be picked up by Federal Express at the offices of Levi Lubarsky & Feigenbaum for express delivery to that address, in accordance with the procedures for service established by this Court's order dated September 9, 2008 and filed on September 10, 2008:

BNP Paribas Suisse S.A.  
Place de Holland 2  
Geneva 11 CH1211  
Switzerland

3. The Served Documents consist of:
  - (a) The Petition to Compel Respondents to Pay Money to Judgment Creditors from Judgment Debtor's Bank Accounts and Assets dated April 21, 2008 (the "Petition"), the accompanying Order to Show Cause dated April 21, 2008 (the "OSC"), the accompanying declaration of Nicole I. Hyland dated April 18, 2008 (the "Hyland Declaration") and Exhibits A through D to the Hyland Declaration, all of which are on file in this action;
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  - (d) The Notice of Third-Party Petition and Third-Party Petition of Third-Party Petitioner JPMorgan Chase Bank, N.A. dated September 16, 2008, copies of which are on file with this Court;
  - (e) A redacted version of Exhibit E-8 to the Hyland Declaration, redacted to reflect only the blocked account(s) in which the party being served may have an interest (an unredacted copy of Exhibit E-8 is on file under seal in this action); and
  - (f) Copies of other documents identifying the blocked account(s) in which the party being served may have an interest, copies of which are attached as Exhibit 3 to the Supplemental Certificate of Service (JPMCB) filed under seal with this Court.

4. Annexed hereto as Exhibit B is a copy of the delivery confirmation printed from the Federal Express website at <http://fedex.com/us> confirming the delivery to BNP Paribas Suisse S.A. in Geneva, Switzerland of the Service Documents.

5. Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct. Executed in New York, New York on October 17, 2008.



A handwritten signature in black ink, appearing to read "Michael J. Bauer", is written over a solid horizontal line. Below the line, the name "Michael J. Bauer" is printed in a smaller, standard font.

**Exhibit A**

From: Origin ID: NYCA (212) 308-6100  
 Howard B. Levi  
 Levi Lubarsky & Feigenbaum LLP  
 1185 Avenue of Americas  
 17th Floor  
 NEW YORK, NY 10036  
 UNITED STATES



Ship Date: 22SEP08  
 ActWgt: 1 LB  
 CAD: 1870830/INET8091  
 Account#: S \*\*\*\*

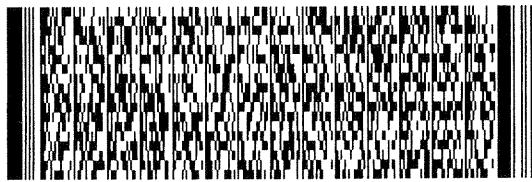
TotWgt: 1 LB

REF: 2072.156  
 DESC-1: Correspondence/No Customs Value  
 DESC-2:  
 DESC-3:  
 DESC-4:  
 EEI: NO EEI 30.37(a)  
 COUNTRY MFG: US  
 CARRIAGE VALUE: .00 USD  
 CUSTOMS VALUE: USD  
 T/C: S 181510633 D/T: S 181510633  
 SIGN: Howard B. Levi  
 EIN/VAT:  
 PKG TYPE: PAK

SHIP TO: 41 58 2122111 BILL SENDER

**Louis Bazire, President**  
**BNP Paribas Suisse SA**  
**Place de Hollande 2**

**Geneva 11, CH1211**  
**CH**



These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to United States law prohibited.

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**CONSIGNEE COPY - PLEASE PLACE IN POUCH**

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

**LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS.** On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. AIR CARRIAGE NOTICE: For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE: Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY: If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED: IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY: We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY: ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW: Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at [www.fedex.com](http://www.fedex.com).

**Exhibit B**

Track Shipments/FedEx Kinko's Orders  
**Detailed Results**

[?](#) [Quick Help](#)

Tracking number	791952507770	Reference	2072.156
Signed for by	.CAFNU	Destination	GENEVA 11 CH
Ship date	Sep 22, 2008	Delivered to	Receptionist/Front Desk
Delivery date	Sep 24, 2008 10:40 AM	Service type	Priority Pak
		Weight	1.0 lbs.
Status	Delivered		
Signature image available	<u>Yes</u>		

Date/Time	Activity	Location	Details
Sep 24, 2008	10:40 AM Delivered	GENEVA 11 CH	
	9:59 AM On FedEx vehicle for delivery	GENEVA CH	
	9:11 AM At local FedEx facility	GENEVA CH	
	3:55 AM In transit	BASEL CH	
	12:44 AM In transit	BASEL CH	
	12:44 AM Int'l shipment release	BASEL CH	Package available for clearance
Sep 23, 2008	7:49 PM Departed FedEx location	PARIS FR	
	2:23 AM Departed FedEx location	NEWARK, NJ	
	12:12 AM Arrived at FedEx location	NEWARK, NJ	
Sep 22, 2008	9:47 PM Left FedEx origin facility	NEW YORK, NY	
	6:42 PM Picked up	NEW YORK, NY	
	3:05 PM Package data transmitted to FedEx		

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Exception updates

Delivery updates

English



English



English



English



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